

## THE UNIVERSITY OF OXFORD

### TERMS AND CONDITIONS FOR NON-MATRICULATED STUDENTS



*YOU SHOULD READ THIS DOCUMENT CAREFULLY. It contains important information about your contract with the University including: rules that apply to your conduct, behaviour, and use of University services; circumstances when your studies at the University may be suspended or terminated, and how changes might have to be made to teaching or services in certain circumstances.*

#### Contract with the University

1. The purpose of these Terms and Conditions is to set out the contractual basis for your relationship with the University, and to draw your attention to key terms.
2. Your contract with the University is made up of:
  - a. The documents provided with these Terms and Conditions. These include:
    - i. these Terms and Conditions;
    - ii. the Student Handbook;
    - iii. the Course Information Sheet;
    - iv. the offer letter from your department; and
  - b. The University's Statutes and Regulations, and rules, procedures and policies made under them (see paragraphs 8 to 11 below).
3. Your formal offer of a place at the University is set out in the offer letter from your department (the "Offer"). By accepting your Offer you enter into your contract with the University.

#### Conditions of your contract with the University

4. Your contract with the University may be subject to academic and/or financial conditions as set out in your Offer or accompanying documents and to a condition that you disclose any relevant unspent criminal convictions.
5. It is also a condition of your contract that any information submitted with or in relation to your application is true, genuine, accurate, and complete (ie does not omit information you have been asked to provide).
6. Failure to meet any condition has the following consequences:
  - a. if the failure to meet a condition is discovered after you have accepted your Offer, but before you register for your course, your contract with the University may be terminated at the University's discretion; or
  - b. if the failure to meet a condition is discovered once you are a registered student, disciplinary proceedings may be brought against you under Statute XI, which may result in sanctions including suspension or expulsion.

## Status of a Non-Matriculated Student

7. As a non-matriculated student you will not be a member of one of the University's constituent colleges, societies or permanent private halls. If you are studying for a University award included in the Examination Regulations then you will be entitled to be a member of the Oxford University Student Union ("Oxford SU"). If you are not studying for such an award there is no automatic entitlement to membership of the Oxford SU although you will be able to apply to the Oxford SU to become an associate member. Such applications are dealt with on a case-by-case basis at Oxford SU's discretion. You can withdraw from Oxford SU membership at any time.

## University Statutes, Regulations and Policies

8. By accepting your Offer you agree to comply with the University's Statutes and Regulations as amended from time to time and with the rules, procedures and policies which are made under them. Links to these on the University website are available at the [Governance and Planning 'Legislation' pages](#) and the [Examination Regulations search page](#). They include:
  - a. the University's Code of Discipline under [Statute XI](#), which sets out behaviour which is considered unacceptable by students and which may result in disciplinary action;
  - b. other regulations concerning your studies, residence, conduct and behaviour: examples are regulations relating to examinations, the ownership and exploitation of intellectual property, harassment, the use of IT and library facilities, health and safety issues and legislative requirements such as data protection;
  - c. any Health and Safety Instructions ('HSI') setting out standards of behaviour required of you during any pandemic, epidemic or local health emergency. 'HSI' includes any University code, policy, or guidance issued in such circumstances. If an HSI is in force you must comply with it as a condition of in-person access to teaching and facilities, and may be disciplined for non-compliance; and
  - d. the duty to behave in accordance with the [University's Code of Practice on Freedom of Speech](#).
9. The key provisions that you need to be aware of are summarised in your Student Handbook and in these Terms and Conditions.
10. By accepting your Offer you agree that the University may take disciplinary action against you for breach of its Statutes and Regulations and the rules, policies and procedures, including the Code of Discipline and any HSI. Such action would take place under the appropriate procedure and could result in sanctions including suspension or expulsion.
11. You are only permitted to access or use University land, premises, facilities or services for the academic, welfare, leisure or sporting purposes for which such premises, facilities or services have been provided, or for meetings and events for other purposes where the [University's Code of Practice on Freedom of Speech](#) has been complied with. Misuse of, unauthorised access to or use of, or occupation of University land, premises, facilities or services, and/or activities which prevent or substantially limit or impede authorised

access or use by University students or staff, or which attempt to do so, are not permitted and may result in disciplinary action under Statute XI.

## Your Responsibilities

12. It is your responsibility:

- a. to act as a responsible member of the University's community, including treating other members of the community and the public with courtesy, dignity and respect, and to behave in a manner consistent with the University's [Equality Policy](#).
- b. to progress your own academic studies, which will include submitting work when required to do so, meeting University deadlines and attending tutorials, classes and lectures.
- c. to comply with any measures or instructions given by the University to reduce risk of transmission of any illness or infection and behave in accordance with any HSI (eg wearing a face-mask, using hand sanitiser or following distancing procedures, if required). You must also immediately declare to your department if you have any serious and easily transmissible infectious illness (and the University will inform you if at any point it requires students to declare Covid-19 infections).
- d. to seek help or raise concerns if you are having difficulty in any area of your academic or pastoral life. For academic issues please contact your supervisor or department in the first instance. A wide range of support is available from your department, central University services and fellow students. Further details of who to contact are set out in section 3 of the Student Handbook and will be provided in your Course Handbook.
- e. to follow good academic practice, including following the University's policies and guidance on conduct during examinations, plagiarism, academic integrity in research and conflicts of interest. More information is available at sections 7.2, 7.3, 7.7, 11.5 and 11.6 of the Student Handbook.
- f. to ensure that your fees and other charges are paid when they are due. You are responsible for any non-payment even if a third party is paying your fees.
- g. to obtain an appropriate visa or immigration permission if necessary, and an ATAS (Advanced Technology Approval Scheme) certificate if applicable to your course, and to abide by any visa/immigration conditions including maximum permitted working hours and the types of work allowed and provide a copy of your visa/confirmation of immigration status and passport identification page when requested by your department or college. If your visa/immigration permission expires during your course and you no longer have valid leave to remain in the UK, or have breached the terms of your student visa, the University may be required to inform UK Visas and Immigration. Failure to comply with these obligations may result in legal consequences for you under UK immigration law, which may affect your ability to complete your studies at Oxford. Disciplinary action may also be taken if false or intentionally misleading statements or documents are provided to the University regarding visas or immigration status. Support and information are available from Student Immigration and from the [visa and immigration pages of the University website](#).

## Professional Qualification Requirements

13. If your course leads to a professional qualification or accreditation, you may also be subject to regulations relating to your conduct required by the relevant professional regulation body (such as fitness to practise for students studying medicine). If you fail to meet these you may be unable to continue your course. More details are available from your department and will be set out in your Course Handbook.

## Teaching and Supervision Arrangements

14. If this is relevant for your course, your Offer will be based on your choice of subject area. If you later ask to change subject area or supervisor, this will only be possible if it is approved by the relevant department(s) having regard to the availability of appropriate supervision either in your new subject or from an alternative supervisor, and will only be possible if such approval is obtained.

## Fees and Payment

15. Details of the fees and charges you will have to pay the University are set out on your Course Information Sheet and in your Offer.
16. Fee status is determined by government Regulations that impose a number of criteria including around residence and nationality. The University will assess your fee status based on the information you provide in your application. Broadly speaking, home fee status is available for UK and Irish nationals who live in the UK (or the UK and Ireland for Irish nationals) and those eligible EU, other EEA and Swiss nationals who live in the UK who are able to benefit from Citizens' Rights under the EU Withdrawal Agreement, the EEA EFTA Separation Agreement or the Swiss Citizens' Rights Agreement respectively. All students who are ineligible for home fee status will pay course fees at the overseas rate.
17. Course fees will usually increase annually. For more information see the 'Changes to Fees and Charges' pages of the University website [for Undergraduates](#) or [for Graduates](#).
18. In deciding the annual level of increase, the University will take into account a range of factors, including rises in the costs of delivering courses and other student services and changes in government funding.
19. The University will publish details of any increase in fees during September of the academic year preceding the academic year in which those increased fees become payable.
20. Any increase in fees will not exceed 6% each year, or the Consumer Price Index (CPI) if higher. Increases made by reference to CPI will use the March CPI published by the Office for National Statistics in the April immediately preceding each September when new fees are published, to apply to the following academic year (so there is a time-lag of 18 months between the CPI figure consulted and the point when the increased fees become payable). The percentage increase may vary between different subjects and/or courses.
21. The level of additional course costs (e.g. cost of field trips) will usually increase annually. Increases are expected to be no greater than 6% or CPI (using published CPI as per clause 20 above) unless there are identifiable above-inflation rises in costs directly associated with the activity. These may, for example, include costs charged by third parties.

22. The level of additional charges (e.g. fees for entry for examinations, resubmission of theses, late entry for examinations, copies of transcripts etc.) will usually increase annually. Increases are expected to be no greater than 6%, or CPI (using CPI as per clause 20 above) if higher. Changes to such charges will normally be published during September of the previous academic year. Percentage increases will usually be rounded up to the nearest pound. Details of current additional charges are at [Other Charges](#).
23. Graduate research students who have reached the end of their standard period of fee liability for their course, and remain registered, will be required to pay a termly University continuation charge until they submit their thesis, for continued use of University services. Details of the current University continuation charge (which increases annually in the same way as explained at clause 22 above) are at [Continuation Charge](#).
24. The University will usually invoice you directly for your fees. You must usually pay your course fees in full for the year no later than the Friday of week 1 of the first term or day 1 of your first module. University continuation charge is payable by Friday of week 1 of each term for which you need to pay it.
25. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of University membership.
26. Further guidance on fee payment liability and on the limited circumstances where refunds may become payable is on the [Payments and Refunds FAQs](#) webpage.

### **Living Expenses including Accommodation**

27. You may find it more convenient to live in Oxford during your course and must ensure that you have sufficient funding to meet your normal living costs such as food, accommodation, and personal items.
28. If you live in University accommodation this will be subject to a separate agreement.
29. Estimates of the likely range of living costs in Oxford are set out on your Course Information Sheet and at the following links: [for Undergraduates](#) and [for Graduates](#), which highlight how inflation may increase the cost of living. These webpages are updated annually, but periods of high UK inflation in recent years make it difficult to estimate future increases in the cost of living during your studies.

### **Changes to Courses**

30. The University will seek to deliver each course in accordance with the description set out in your Course Information Sheet. In normal circumstances where the University needs to make a change to your course paragraphs 32 to 36 will apply. However, if it is necessary to make changes because of a pandemic, epidemic or local health emergency which has arisen or which arises before or during your course then paragraphs 37 and 38 will apply.
31. In all circumstances, the provision of course options that depend on the availability of specialist teaching or on placement at another institution cannot be guaranteed in advance.

### **Changes to courses in normal circumstances**

32. There may be situations in which it is desirable or necessary for the University to make changes in course provision, either before or after you commence your course. Where

desirable or necessary changes are to be made, the University will offer, where possible, appropriate and alternative arrangements for affected students. If you do not wish to accept any alternative arrangements then you will have the opportunity to withdraw from your course.

33. The University will not make very substantial changes to courses (for example, a change to the course title, significant restructuring, substantial change in course content, or the introduction of a progression hurdle) which would impact on you once you have started your course. In exceptional circumstances it may be necessary for the University to make such a change after you have accepted your Offer. This will not normally happen less than 3 months before you start your course. You will be notified of any such change (as compared to the description in your Course Information Sheet and the information provided to you at the time of your Offer) and offered the opportunity to withdraw from the course. In exceptional circumstances we may need to suspend, discontinue or combine courses. This may be because of academic changes within subject areas, or as a result of low student numbers on a course.
34. Other changes could be made to course content, delivery and teaching provision because of developments in the relevant subject, enhancements in teaching or assessment practice, requirements of external accreditation processes, changes in staffing, resource constraints or changes in the availability of facilities. Such changes will take account of the reasonable expectations of prospective and current students.
35. Once you have accepted your Offer, you will be notified of any material change made before you start your course (as compared to the description in your Course Information Sheet) and you will be offered the opportunity to withdraw from the course.
36. Once you have started your course, you will be consulted about any proposed material course change (except changes which are solely for students' benefit) which would affect the part of the course which you have already started studying.

### **Changes as a result of a pandemic, epidemic, or local health emergency**

37. Where a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness occurs, the University may make reasonable changes to comply with government or local authority regulations or guidance, and/or its own health and safety advice and/or to ensure the health and safety of staff, students and third parties and/or to respond to consequential staffing or resource constraints. If it makes any such changes the University will inform you and will ensure that the core competencies and learning outcomes of the course are still provided. The University will also provide broadly equivalent teaching and assessment services, and key University services by alternative means if reasonably possible, although the manner of delivery may need to change. Examples of possible changes under this paragraph are provided in the Changes to Courses policy [for undergraduates](#) and [for graduates](#).
38. Subject to paragraph 37, no refunds, discounts, damages, waivers of course fees or other charges will be payable to you where changes or delays have resulted from, been caused by, or are in relation to a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness. The University will also not be liable for any consequential losses or expenses you may incur (eg travel or accommodation costs) as a result of any such pandemic, epidemic or health emergency measures.



## **Other changes**

39. Other changes to facilities, premises or services which do not concern course provision, and which provide an equivalent service, may need to be made from time to time for operational, legal/regulatory or other reasons. Wherever possible, you will be notified of such changes in advance. If applicable, you will be notified of any consultation process within which you may make representations prior to the change taking effect.

## **Events beyond the University's control**

40. The University will not be in breach of its obligations under its contract with you, nor liable to you for any loss caused to you under its contract with you, where the breach or loss results from events which are beyond the University's reasonable control. Examples of events which may fall into this category include: a pandemic, an epidemic or a local health emergency necessitating measures to reduce risk of infection or illness; industrial action; acts of God; acts of terrorism; government order or law; action by any governmental authority; the unanticipated departure or absence of key members of University staff; or failure or delay by third party suppliers and subcontractors. In such circumstances the University will take reasonable steps to mitigate the impact on you and to restore teaching and services. More information is available in the [Student Protection Plan](#) published on the University website. This paragraph is not intended to restrict any legal rights where doing so would be unlawful (eg under consumer law).

## **Intellectual Property**

41. The University's position regarding ownership of Intellectual Property in students' work is set out in Statute XVI and is summarised in section 8 of the Student Handbook.

## **Personal Data**

42. The University will collect and use information about you in accordance with the principles set out in the [University's Student Privacy Policy](#) on the University website. This includes ensuring that your data will only be used in a way that is fair, lawful and secure.

## **Complaints Procedure**

43. The University's complaints procedure is explained in section 11 of the Student Handbook. Student complaints should be made to the Proctors' Office. There is a subsequent right to complain to the Office of the Independent Adjudicator.

## **Termination**

44. Your contract with the University will end in the following circumstances:
- a. when you finish your course, fail to pass or take a progression hurdle or final assessment, or if you withdraw and so cease to be a registered student;
  - b. if you cease to be a registered student as a result of a University procedure such as the disciplinary procedure (ie expulsion), the fitness to study procedure, the fitness to practise procedure, the fitness to teach procedure, or the academic removal from the register procedure; or
  - c. if you are found to be in breach of paragraph 4 or 5 above.

45. The following terms will survive termination of your contract with the University for any reason:

- a. terms relating to intellectual property as described at paragraph 41 above;
- b. terms relating to personal data as described at paragraph 42 above; and
- c. terms relating to University procedures to the extent that they relate to events that occurred prior to termination including the complaints procedure, the disciplinary procedure, the harassment procedure and/or the academic integrity in research procedure

#### **Jurisdiction**

46. Your contract with the University and any dispute arising from it (including non-contractual disputes) shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.